



Clark Public Library
303 Westfield Avenue,
Clark, NJ, 07066

Phone: 732-388-5999
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clarklibrary.org

CLARK FREE PUBLIC LIBRARY

REQUEST FOR QUOTATION

Electrical Work

QUOTE DEADLINE DATE: December 8, 2023 12:00 A.M.

**FAIR AND OPEN PROCESS IN ACCORDANCE WITH
N.J.S.A. 19:44A-20.4 et seq.**

A. PROJECT BACKGROUND:

The Library (“Library”) wishes to [have electrical work done]

Quotes must be received by the Library’s Designated Contact Person, via email, mail or hand delivery, by 12 a.m. prevailing time on December, 08, 2023. Quotes received after 12:01 a.m. on the Deadline Date will not be considered.

Designated Contact Person:

Email: chayden@clarklibrary.or
Charlene Hayden
Clark Public Library
303 Westfield Avenue,
Clark, NJ 07066

It is the Contractor’s obligation to examine and familiarize themselves with all the requirements of this Request for Quotation prior to submitting a proposal.

B. SCOPE OF WORK:

The Library is issuing this request for quotation via a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

The electrical enhancements at the library involve drilling floors for additional outlet installations, addressing issues with the bay of lights for improved functionality, rectifying outdoor lighting concerns, and implementing various changes in multiple areas to enhance the overall electrical infrastructure

C. QUALIFICATIONS:

Must be a licensed electrician.

D. FAIR AND OPEN CRITERIA:

STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA

1. The solicitation of qualifications for any contract to be determined in excess of \$17,500, and for which a bid solicitation shall not be required under the Local Public Contracts Law shall be advertised by the Library on the Library website at least ten (10) days prior to the date set for the receipt of said quote. The published notice shall set forth a description of the requested goods or services, the time, date and place that proposals must be submitted, the contact information for obtaining a proposal document, and a statement that the proposals are being solicited through the fair and open process, in accordance with N.J.S.A. 19:44A-20.4 et seq.
2. The Library shall review the responses to the request for quotes and appoint or award a contract to a business entity for the goods or services advertised subsequent to such review. Contracts awarded under this process shall be publicly announced and awarded. The resolution awarding

the contract shall state that the contract was awarded after a fair and open process and shall state the number of responses received.

3. Contracts subject to the fair and open process delineated herein are subject to additional Requirements and any other applicable laws including, but not limited to, the Local Public Contracts Law.

E. SELECTION CRITERIA:

Quotations will be evaluated on the basis of the most advantageous, price and other factors considered. The evaluation will consider:

- a. Experience, technical expertise, professional execution and reputation in the field;
- b. Knowledge of the LIBRARY and the subject matter to be addressed under the contract;
- c. Availability to accommodate any required meetings of the Library and the ability to work well with the Library;
- d. Compensation proposal;
- e. Other factors if demonstrated to be in the best interest of the Library of East Brunswick;
- f. Creative vision, display impact, appreciation and respect for the program.

F. INSURANCE REQUIREMENTS:

1. Indemnification

The contractor agrees to indemnify and save harmless the Library, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

2. Insurance Requirements:

A. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C.

12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

B. General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

C. Automobile Liability Insurance

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

D. Professional Liability/Malpractice Insurance Policy (if applicable)

Coverage in the amount of \$2,000,000.00/occurrence, \$4,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for Library.

The contractor shall provide the Library with a Certificate of Insurance naming the LIBRARY as additionally insured, evidencing the existence of required insurance prior to the commission of work. Rain Date shall also be shown on the description section of the Certificate of Insurance. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

E. Errors and Omissions Insurance

- a. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the Library from any and all claims that may arise out of or result from the contractor's performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than \$2,000,000.00 dollars per occurrence and \$4,000,000.00 dollars in the aggregate.
- b. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the Library with a Certificate of Insurance naming the Library, its employees, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work.

The Library will not accept Mutual Limitation of Liability terms.

F. OTHER REQUIREMENTS:

1. Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, the Library is prohibited from entering into a contract with an entity unless the bidder/respondent/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the

Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

2. Form W-9

Successful contractor shall complete W-9 Form and submit to the Municipal Clerk prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

1. For Quotations in Excess of \$17,500 Certification Of Political Contributions - Pay to Play – Notice of Disclosure Requirement

Library Ordinance No. 06-13 Establishing Restrictions on the Award of Contracts to Professional Entities and Certain Other Entities Who Make Certain Political Contributions, and pursuant to Section 3 (a) thereof, requires that Respondents that provide quotations in excess of \$17,500 confirm that they have not made any contributions in violation of Section 1 of Ordinance No. 06-13.

H. PAYMENTS

The Contractor shall invoice the Department of the Library after completion of job. Invoices are paid once approved by the Board of Trustees of the Clark Public Library who meet once a month.

QUOTATION FORM

CLARK FREE PUBLIC LIBRARY
303 Westfield Avenue,
Clark, New Jersey 07066

Attn: Clark Board of Trustees
FOR QUOTATION OF; _____

ADDRESS:

We, the Undersigned Service Provider, acting through our authorized officers and intending to be legally bound, agree that this Quotation proposal shall constitute an offer by the Undersigned to enter into a Contract and with the LIBRARY to furnish the necessary goods, services, material and/or equipment called for in the Quotation. This Quotation shall be irrevocable for sixty (60) calendar days from the date of receipt hereof.

We further declare that we have carefully examined the Instructions of the Quotation, Specifications, and Quotation Documents herein referred to and propose to furnish, deliver, install and/or provide all necessary services specified and in the manner and time prescribed.

Total Price \$ _____ More details attached: Yes or No

Name of Provider: _____

Address: _____

Phone Number: _____ E-Mail: _____

**If a corporation, give the State of Incorporation, using the phrase: "A corporation organized under the laws of _____."

If a partnership, give names of the partners, using also the phrase: "Co-partners trading and doing business under the firm name and style of _____."

If an individual using a trade name, give individual name, also using the phrase:

"An individual doing business under the firm name and style of _____."

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By: _____

(Signature of Individual, Partner or Officer of Provider)

Title